

Exhibit A

NATIONAL REGISTERED AGENTS, INC

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: DENNIS REINHOLD
SECURUS TECHNOLOGIES, INC.
14651 Dallas Pkwy Ste 600
Dallas, TX 75254-8815

SOP Transmittal # 526564637

800-592-9023 - Telephone

Entity Served: Archonix Systems LLC (Domestic State: DELAWARE)

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc or its Affiliate in the State of DELAWARE on this 12 day of February, 2015. The following is a summary of the document(s) received:

1. **Title of Action:** Meade County, South Dakota, Pltf. vs. Archonix Systems, LLC, etc., Dft.
2. **Document(s) Served:** SUMMONS & COMPLAINT
Other: Exhibit(s)
3. **Court of Jurisdiction/Case Number:** Meade County Circuit Court - Fourth Judicial Circuit, SD
Case # None Specified
4. **Amount Claimed, If any:** N/A
5. **Method of Service:**
☒ Personally served by: ☒ Process Server ☐ Deputy Sheriff ☐ U. S Marshall
☐ Delivered Via: ☐ Certified Mail ☐ Regular Mail ☐ Facsimile
☐ Other (Explain):
6. **Date and Time of Receipt:** 02/12/2015 09:03:00 AM CST
7. **Appearance/Answer Date:** Within 30 days after service, exclusive of the day of service
8. **Received From:** Rebecca L. Mann
Gunderson, Palmer, Nelson &
Ashmore, LLP
506 Sixth Street
PO Box 8045
Rapid City, SD 57709
605-342-1078
9. **Federal Express Airbill #** 780202117036
10. **Call Made to:** Not required

11. Special Comments:

SOP Papers with Transmittal, via Fed Ex 2 Day

Image SOP

Email Notification, CINDY CAREY CCAREY@SECURUSTECH.NET

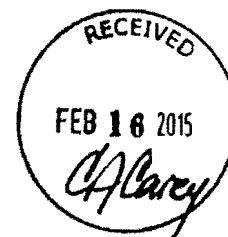
Email Notification, Andrew Jones andrewjones@securustech.net

REMARKS : The documents received have been modified to reflect the name of the entity being served.

NATIONAL REGISTERED AGENTS, INC

CopiesTo:

Transmitted by Amy McLaren



The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

STATE OF SOUTH DAKOTA)	IN CIRCUIT COURT
) SS.	
COUNTY OF MEADE)	FOURTH JUDICIAL CIRCUIT
MEADE COUNTY, SOUTH DAKOTA,)	Civil No.
)	
Plaintiff,)	
)	SUMMONS
v.)	
)	
ARCHONIX SYSTEMS, LLC a Delaware)	
Limited Liability Company,)	
)	
Defendant.)	

THE STATE OF SOUTH DAKOTA TO THE ABOVE NAMED DEFENDANT,
GREETINGS:

YOU ARE HEREBY SUMMOND AND REQUIRED to serve upon Rebecca L. Mann, of Gunderson Palmer, Nelson & Ashmore, LLP, whose address is P.O. Box 8045, Rapid City, South Dakota 57709, an answer to the Complaint, a copy of which is hereto annexed and herewith served upon you, and to serve a copy of your answer on the subscriber at her office at 506 Sixth Street, P.O. Box 8045, Rapid City, South Dakota 57709, within thirty (30) days after the service of this Summons upon you, exclusive of the day of service. If you fail to answer within said time, judgment by default may be rendered against you for the relief requested in the Complaint.

Dated: February 11, 2015.

GUNDERSON, PALMER, NELSON
& ASHMORE, LLP

By: Rebecca L. Mann
Talbot J. Wieczorek
Rebecca L. Mann
Attorneys for Plaintiff, Meade County
506 Sixth Street
P.O. Box 8045
Rapid City, SD 57709
Telephone: (605) 342-1078
Telefax: (605) 342-0480
E-mail: tjw@gpnalaw.com
rmann@gpnalaw.com

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF MEADE)

IN CIRCUIT COURT

FOURTH JUDICIAL CIRCUIT

MEADE COUNTY, SOUTH DAKOTA,)
)
 Plaintiff,)
)
v.)
)
ARCHONIX SYSTEMS, LLC a Delaware)
Limited Liability Company,)
)
 Defendant.)

Civil No.

COMPLAINT

COMES NOW Meade County, South Dakota, by and through Talbot J. Wieczorek and Rebecca L. Mann of Gunderson, Palmer, Nelson & Ashmore, LLP, its attorneys, and for its cause of action against Defendant Archonix Systems, LLC plead and allege as follows:

GENERAL ALLEGATIONS

1. Plaintiff Meade County, South Dakota, is a political subdivision of the State of South Dakota.
2. The Meade County Sheriff's Office is a department within Meade County. (Hereinafter references to "Meade County" will include both Meade County and the Meade County Sheriff's Office).
3. Defendant Archonix Systems, LLC, (hereinafter "Archonix") is a Delaware Limited Liability Company with its principal place of business in New Jersey.
4. Archonix is a provider of advanced public safety software to police departments, fire departments, correctional institutions and other public safety agencies.

5. Meade County and Archonix entered into a "Purchase of Product License" (hereinafter "Purchase Agreement") on June 14, 2011. See Purchase Agreement attached hereto as Exhibit 1 and incorporated herein by reference.
6. Meade County agreed to purchase a public safety software system from Archonix for use at the Meade County Sheriff's Office. The public safety software system included, among other things, Archonix PS Enterprise Server; Archonix XCAD (computer aided dispatching system); Archonix XRMS (records management system); Archonix CJMS (jail management system); Desktop NCIC Software for State of SD; and a driver's license scanner. See Appendix A to the Purchase Agreement, entitled "Cost Proposal".
7. In addition to the software system, the Purchase Agreement contemplated services to be performed by Archonix including data conversion, training, project management, and interfacing.
8. The purchase price for the public safety software system and services was \$80,025. Over \$50,000 of that price was for the server and software.
9. Along with the purchase of the software system, Meade County entered into a License and Support Agreement under which Archonix agreed to provide the software license and support for the software for an additional fee above and beyond the purchase of the software system. See Appendix B to the Purchase Agreement, entitled "License and Support Agreement".
10. The annual fee for licenses and support was \$30,105.
11. The public safety software system purchased from Archonix was to replace Meade County's existing public safety software used by the Meade County Sheriff's Office for dispatch, jail and records management.

12. The software was installed on Meade County equipment at the Meade County Sheriff's Office. Support services provided were furnished to Meade County staff in Meade County.
13. Meade County paid \$73,705.00 to Archonix on July 8, 2011 for the initial payment (50% of purchase price) of the software and "reactivation" of license and maintenance pursuant to the Purchase Agreement.
14. Meade County paid \$33,702.00 to Archonix on December 21, 2012 for the annual license and support fee contained in the License and Support Agreement.
15. Representatives from Archonix traveled to the Meade County Sheriff's Office numerous times to install the software system and assist with the software system "going live".
16. The software system never functioned properly and Meade County submitted help tickets almost immediately after installation. Meade County submitted 2 help tickets in October 2013, 1 in November 2013, and 9 in December 2013.
17. The software system went "live" on December 12, 2013.
18. Meade County paid an additional \$62,434.23 to Archonix on December 27, 2013 for software installation and travel expenses for Archonix employees.
19. After "going live" Meade County continued to experience problems with the software. It submitted 79 help tickets in January 2014, 70 in February 2014, and 34 in March 2014.
20. In total, Meade County submitted 197 help tickets and as of March 18, 2014, 47 of the help tickets remained unresolved. The average time to resolve a help ticket was 15.84 days and there were 103 help tickets that remained open and unresolved for longer than 14 days.

21. Archonix was advised completion and functionality of the software system must occur no later than December 2, 2013 to avoid paying Meade County's previous software license and support fees.
22. Meade County advised Archonix numerous times of its concerns and problems with the software system. On December 6, 2013, Meade County provided written notice that it believed its investment was compromised on all aspects.
23. Meade County provided written notice again on March 28, 2014 indicating it did not believe Archonix could get the software system to work and demanding the software deficiencies be corrected.
24. Meade County provided additional written notices from December 2013 through May 2014 that the software system was deficient, requesting the matter be resolved, and advising that Archonix had not been able to provide a fully functional software system or fix outstanding issues.
25. On May 14, 2014, Meade County provided written notice of termination of the Purchase Agreement and demanded reimbursement for payments made and expenses incurred as a result of the breach of contract by Archonix. See May 14, 2014 letter attached hereto as Exhibit 2 and incorporated herein by reference.
26. Archonix refused to reimburse Meade County despite its inability to provide fully functional software system.

COUNT I

BREACH OF CONTRACT

27. Meade County re-alleges and restates paragraphs 1 through 26 above.
28. There were valid contracts between Meade County and Archonix.

29. Meade County has performed all the conditions, covenants, and promises required by it to be performed in accordance with the terms and conditions of the Purchase Agreement and License and Support Agreement.

30. Archonix breached the Purchase Agreement and License and Support Agreement and had knowledge of said breaches.

31. As a result of Archonix's breaches, Meade County has suffered damages in an amount to be determined at trial.

COUNT II

RESCISSION

32. Meade County re-alleges and restates paragraphs 1 through 31 above.

33. Archonix's deficient performance of the Purchase Agreement and License and Support Agreement deprived Meade County of the benefit of the consideration it provided under the contracts, entitling Meade County to rescission pursuant to SDCL § 53-11-2(2), (3) and/or (4).

34. Due to the rescission of the Purchase Agreement and License and Support Agreement, Meade County is entitled to recover all amounts paid to Archonix and any damages caused by Archonix's breaches of contract.

COUNT III

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

35. Meade County re-alleges and restates paragraphs 1 through 34 above.

36. Every contract contains an implied covenant of good faith and fair dealing.

37. Archonix breached the implied covenants of good faith and fair dealing.

38. As a result of Archonix's breaches, Meade County has suffered damages in an amount to be determined at trial.

COUNT IV

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

39. Meade County re-alleges and restates paragraphs 1 through 38 above.
40. Archonix frequently deals in goods of public safety software systems and held itself out as having knowledge or skill peculiar to public safety software systems involved in the transaction, or to which such knowledge or skill may be attributed it.
41. Implied in every contract is an implied warranty that goods contracted for shall be merchantable if the seller is a merchant with respect to goods of that kind.
42. Archonix is a merchant with respect to public safety software systems.
43. The public safety software system did not reasonably conform to Meade County's reasonable expectations.
44. The public safety software system was not fit for the particular purpose for which it is customarily used in the industry.
45. As a result of Archonix's breach, Meade County has suffered damages in an amount to be determined at trial.

COUNT V

BREACH OF IMPLIED WARRANTY OF FITNESS

46. Meade County re-alleges and restates paragraphs 1 through 45 above.
47. Archonix frequently deals in goods of public safety software and held itself out as having knowledge or skill peculiar to public safety software system involved in the transaction, or to which such knowledge or skill may be attributed it.

48. Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods, there is an implied warranty that the goods shall be fit for such purpose.
49. The public safety software system was not fit for the particular purpose for which the goods were required.
50. The public safety software system was not fit for the ordinary purpose for which it is customarily used in the industry.
51. As a result of Archonix's breach, Meade County has suffered damages in an amount to be determined at trial.

COUNT VI

BREACH OF EXPRESS WARRANTIES

52. Meade County re-alleges and restates paragraphs 1 through 51 above.
53. Meade County has performed all the conditions, covenants, and promises required by it to be performed in accordance with the terms and conditions of the Purchase Agreement.
54. Archonix made several express warranties, including but not limited to the public safety software system would be fully functional and usable before the end of 2013.
55. Archonix breached the express warranties it made regarding the functionality of the software system and timeframe for which it would be usable.
56. As a result of Archonix's breach, Meade County has suffered damages in an amount to be determined at trial.

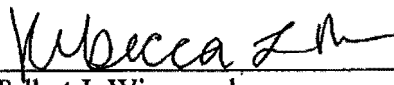
WHEREFORE, Plaintiff respectfully requests the Court enter judgment in its favor and against Defendant in the entirety, including:

1. Rescission of the Purchase Agreement and License and Support Agreement and return of all consideration provided;
2. For all money damages caused by Defendant's breach of its obligations;
3. For interest, costs and disbursements to the extent allowed by law;
4. For punitive damages;
5. For Plaintiff's attorneys fees; and
6. For such other and further relief as the Court deem just and equitable in the premises.

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES

Dated: February 11, 2015.

GUNDERSON, PALMER, NELSON
& ASHMORE, LLP

By: 
Talbot J. Wiczorek
Rebecca L. Mann
Attorneys for Plaintiff, Meade County
506 Sixth Street
P.O. Box 8045
Rapid City, SD 57709
Telephone: (605) 342-1078
Telefax: (605) 342-0480
E-mail: tjw@gpnalaw.com
rmann@gpnalaw.com



PURCHASE OF PRODUCT LICENSE

This Product License Agreement (hereinafter, the "Purchase Agreement") made this ____ day of _____, 2011 by and between Archonix Systems, LLC, a Delaware Limited Liability Company having its registered office at 30 Lake Center Executive Park, 701 Route 73 North, Suite 105, Marlton, New Jersey 08053, (hereinafter "Archonix") and the Meade County Sheriff's Office, a South Dakota body politic (hereinafter "Customer") with its principal office at 1400 Main Street, Sturgis, SD 57785. This Purchase Agreement between the parties is limited to what is contained in this Purchase Agreement.

1. DEFINITIONS

System: All Hardware, Software and Services contained in Appendix A: Cost Proposal # Arch2011-217, attached hereto.

Licensed Standard Software: Archonix's Public Safety Software Solution as set forth on Schedule A of Appendix B.

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and, as set forth in Schedule A of Appendix B, any Licensed Custom Software provided under this Purchase Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licensed Standard Software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of the Licensed Software provided as Licensed Software under this Purchase Agreement and released after execution of this Purchase Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Purchase Agreement; and
- two additional copies made by Customer to be used solely as backup copies.

Licensed Products: Licensed Software, Object Code, the related Licensed Documentation and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Purchase Agreement and the Customer Support Manager assigned by Archonix to Customer.

2. EFFECTIVE DATE

This Purchase Agreement shall be effective on the date accepted and executed by an authorized representative of Archonix and Customer, and shall continue in effect until terminated according to its terms.

3. LIMITATION OF LIABILITY

Archonix's liability due to the performance of any service or the provision of any equipment under this Purchase Agreement shall be limited to any amounts paid by the Customer and received by Archonix under this Purchase Agreement.

4. TERMINATION

Either party shall have the right to terminate this Purchase Agreement if the other party is in default of any obligation hereunder which default cannot be cured, or which being capable of cure, has not been cured within sixty (60) days after written notice received by the other party of such default. Archonix shall have the right also to terminate this Purchase Agreement in the event of non-payment of amounts due under this Purchase Agreement

5. PAYMENT TERMS

An initial payment of \$ 73,705.00 is due upon contract signing. Customer will be billed by Archonix in accordance with the payment schedule listed in paragraph twelve (12) with a due date of thirty (30) days following billing date. If payment is not received by Archonix within thirty (30) days after the due date, Customer will pay, in addition to the prices specified, a monthly charge equal to one and one-half percent (1.5%) of the current outstanding unpaid balance, or the highest amount allowable by law, whichever is less. Customer also will pay or reimburse Archonix for all costs, including legal and external collection, associated with the collection of any payment. Archonix reserves the right to cease work on any accounts past due more than thirty (30) days. A payment that is late by more than sixty (60) days after its due date is a material breach of Customer's responsibilities and is ground for termination of this Purchase Agreement by Archonix.

6. MODIFICATIONS

- A. No modification or amendment to this Purchase Agreement and no waiver of any provision shall be valid unless in writing, signed by duly authorized representatives of the parties.
- B. In the event of any changes to the preprinted terms and conditions of this Purchase Agreement, the duly authorized representatives of Archonix are the President and Operations Manager.

7. ASSIGNMENT

Neither this Purchase Agreement nor any of the rights and/or interest created hereunder shall be assigned by either party without the prior written notification of the other party.

8. ENFORCEMENT

Customer and/or Archonix shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any custom or conduct on the part of Customer or Archonix in refraining from so doing at any time or times. Further, the failure of Customer and/or Archonix at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same or shall be construed as a waiver or relinquishment for the future of any covenants, conditions or options, but the same shall be and shall remain in full force and effect.

9. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

10. APPLICABLE LAW

- A. Archonix warrants that the goods or services provided hereunder have been manufactured and/or performed in accordance with and in compliance with all applicable state and federal laws, including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. Archonix warrants that it is in compliance with all other applicable federal employment and labor regulations including those respecting equal employment opportunity and non-segregated facilities. Customer shall notify Archonix of local laws currently in effect and any subsequent changes.
- B. This Purchase Agreement shall be governed by the laws of the State of New Jersey.

11. HOLD HARMLESS

Archonix shall indemnify, defend and hold harmless Customer from claims, suits, actions, damages and costs resulting from any claims alleging patent infringement of any United States patent or copyright. In case the Licensed Products provided under this Purchase Agreement, as a result of any suit or proceeding, is held to constitute infringement of any patent or copyright or its use by Customer is enjoined, Archonix shall, at its option and at its expense, either:

- A. Procure for Customer the right to continue using said Licensed Products,
- B. Replace Licensed Products with substantially equivalent non-infringing software and documentation,
- C. Modify Licensed Products so Licensed Products become non-infringing or,
- D. Refund to Customer the entire sum it had paid to Archonix, for the Licensed Standard Software.

12. COST SUMMARY

<i>Description</i>	<i>Purchase Price</i>	<i>Annual License & Maint.</i>
A. XCAD/XRMS/CJMS	\$80,025.00	\$33,705.00
Grand Total	\$80,025.00	\$33,705.00

See Cost Proposal #Arch2011-217, attached hereto for agreed-upon costs. Customer is required to obtain all necessary hardware, software and networking. Note: Travel expenses of Archonix personnel performing services on-site are the responsibility of the Customer and will be billed as incurred. Please refer to Appendix C and D for a description of required/recommended hardware and software.

13. ANTICIPATED PAYMENT MILESTONES

<i>Task</i>	<i>Payment Due</i>
A. Total Initial payment due upon contract signing (see below breakdown) *Reactivation of License and Maintenance – \$33,705.00 *Initial Payment – 50% of Purchase Price – \$40,000.00	\$73,705.00
B. Installation of XCAD, XRMS & CJMS Software prior to "Go Live"	\$28,000.00
C. Final Payment	\$12,025.00

All installation tasks listed above must be paid in full before "Go Live" will be performed. Failure by the Customer to comply with the payment terms listed above in this Purchase Agreement may, at the sole discretion of Archonix, result in the ceasing of all further work on this account until all outstanding payments, including interest and penalties, if any, are not paid in full.

14. TAX EXEMPTION

Customer warrants that they are exempt from all taxes of any kind, including but not limited to, sales tax, use tax, and excise tax. Customer agrees that tax-exempt certificates are on file at Customer's Purchasing Office.

15. INSURANCE REQUIREMENTS

Archonix shall maintain, through the performance of its obligations under this Purchase Agreement, a policy or policies of Worker's Compensation insurance's with such limits as may be required by law, and a policy or policies of general liability insurance's insuring against liability for injury to, and death of, persons and damage to, or destruction of, property arising out of or based upon any act of or based upon any act or omission of Archonix or any of its subcontractors or their respective officers, directors, employees or agents.

16. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

17. NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Nelther Archonix nor anyone with whom Archonix shall contract shall discriminate against any person employed or applying for employment concerning the performance of Archonix responsibilities under this Purchase Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by Archonix of this Purchase Agreement.

18. NOTICES

Any notices required or permitted under this Purchase Agreement shall be in writing and delivered in person, by facsimile, overnight express or by registered or certified mail, return receipt requested, with proper postage prepaid, and properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by U.S. mail postage prepaid, or by other means listed above, but shall be effective upon facsimile transmission. The parties herein affirm that the persons and addresses below listed are duly authorized to receive and accept such notice:

FOR ARCHONIX:

Archonix Systems, LLC
Attn: Denise L. Straub
30 Lake Center Executive Park
401 Route 73, North, Suite 105
Marlton, NJ 08053

FOR CUSTOMER:

Meade County Sheriff's Office
c/o Kevin Forrester
1400 Main Street
Sturgis, SD 57785

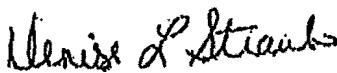
This Purchase Agreement and the Attachments (Appendices A-D) listed below constitutes the entire Purchase Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

Customer, by its signature acknowledges that it has read this Purchase Agreement, understands and agrees to all its terms and conditions.

ACCEPTED:

Archonix Systems, LLC:

Meade County Sheriff's Office:



Authorized Signature

Denise L. Straub

Printed Name

Operations Manager 5/10/11

Title Date



Authorized Signature

Ron Merwin

Printed Name

Sheriff 6-14-11

Title Date

ATTACHMENTS

- Appendix A Cost Proposal # Arch2011-217 & Product Description
- Appendix B License and Support Agreement
- Appendix C Hardware Required/Recommended
- Appendix D Software Required/Recommended



30 Lake Center Executive Park, Suite 105
 Marlton, NJ 08053
 (p): (856) 787-0020
 (f): (856) 787-0060
 www.archonixsystems.com

Proposal

TO:

Meade County Sheriff's Office
 Attn: Kevin Forrester
 1400 Main Street
 Sturgis, SD 57785
 Phone: (605)-347-2681
 kforrester@meadecounty.org

DATE: 5/5/2011
QUOTE # Arch2011-217
EXPIRES: 8/3/2011
SALES REP: Sanjay Singhvi

Terms and Conditions:
Payment: Net 30 days

MEADE COUNTY MULTI-JURIS SYSTEM (XCAD, XRMS & CJMS)

Description	Qty	Unit Price	Extended Price	Annual License & Maint
Archonix PS Enterprise Server CAD as per the product description included as Exhibit A	1	\$45,000.00	\$45,000.00	\$8,100.00
Archonix XCAD CAD as per the product description included as Exhibit A	12	\$3,000.00	\$36,000.00	\$6,480.00
Archonix XRMS XRMS as per the product description included in Exhibit A	33	\$1,250.00	\$66,250.00	\$11,925.00
Archonix Xmobile XMobile as per the product description included in Exhibit A	0	\$1,100.00	\$0.00	\$0.00
Archonix CJMS XJail as per the product description included in Exhibit A	16	\$1,250.00	\$20,000.00	\$3,600.00
Data Conversion Data conversion from New World Systems. Customer must provide extracted data, data dictionary, and help during the conversion process.	1	\$12,500.00	\$12,500.00	\$0.00
TraCS Interface TraCS Interface to include person and vehicle information import to XRMS system.	0	\$5,000.00	\$0.00	\$0.00
B-Ticketing B-ticketing Interface from Xmobile. This would involve creating an B-ticket form in Xmobile, print it in required format import the data in XRMS.	0	\$5,000.00	\$0.00	\$0.00
License Reader Interface This interface will allow reading of DL in the car, import data to Xmobile and be able to run NCIC queries with this imported data.	0	\$5,000.00	\$0.00	\$0.00
Xmobile XX number of state forms as documented in the agreement Page 1 70% discount for Existing Customer	0	\$8,000.00	\$0.00	\$0.00
			\$125,825.00	
		Subtotal	\$53,925.00	\$30,105.00



30 Lake Center Executive Park, Suite 105
 Marlton, NJ 08053
 (p): (856) 787-0020
 (f): (856) 787-0060
 www.archonixsystems.com

Proposal

TO:
 Meade County Sheriff's Office
 Attn: Kevin Forrester
 1400 Main Street
 Sturgis, SD 57785
 Phone: (605)-347-2681
 kforrester@meadecounty.org

DATE: 5/5/2011
QUOTE # Arch2011-217
EXPIRES: 8/3/2011
SALES REP: Sanjay Singhvi

Terms and Conditions:
 Payment: Net 30 days

MEADE COUNTY MULTI-JURIS SYSTEM (XCAD, XRMS & CJMS)

Description	Qty	Unit Price	Extended Price	Annual License & Maint
Training 8 days of training for different modules, admin training and end user training	8	\$700.00	\$5,600.00	\$0.00
Project Management Project Management for the entire project. Rates discounted 70%	1	\$3,000.00	\$3,000.00	\$0.00
Optional Items and Services				
Desktop NCIC Software for State of SD	1	\$10,000.00	\$10,000.00	\$1,800.00
Bulberry Mapping Interface One way interface to display call data on Bulberry maps	1	\$2,500.00	\$2,500.00	\$900.00
Digital Signature Interface for Jail	1	\$3,000.00	\$3,000.00	\$540.00
GIS Data Import from GIS data to XCAD XGeo	1	5,000.00	NC	NC
Multi Page Batch Scanning	1	5,000.00	NC	NC
Driver's License Scanner for visitation	1	2,000.00	\$2,000.00	\$360.00
Additional Training Additional training would be at a rate of \$800/day				
TOTAL			\$80,025.00	\$33,705.00

Acceptance:

Archonix Systems, LLC

Denise L. Straub

Signed

5/5/2011

Date

Meade County Sheriff's Office

Ron Mew

Signed

6-20-11

Date

Denise L. Straub

Printed Name

Operations Manager

Title

Ron Mew

Printed Name

Sherriff

Title

NOTES:

Travel expenses of Archonix personnel performing services on-site are the responsibility of the Customer and will be billed as incurred. Annual Maintenance begins upon contract signing. This proposal does not include any hardware, system software or state mandated software.



ARCHONIXSM
PUBLIC SAFETY SOFTWARE

Product Descriptions
for
XCAD, XRMS
&
CJMS

ARCHONIX

30 Lake Center Executive Park • 401 Route 73 North • Suite 105
Marlton, NJ 08053

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Archonix XCAD Computer Aided Dispatching (CAD) System

Multi-Agency/Multi-Jurisdictional

Multi-Agency/Multi-Jurisdictional Police, Fire and EMS Computer Aided Dispatching system. Agency-specific custom configurations of multi-agency call taking and dispatching functions. Ability to route specific agency calls to uniquely configured dispatch stations for predefined areas of responsibility.

Stand Alone Call Taking and Combined Dispatch

Ability for individual CAD users to function as call takers only, dispatchers only or combined call taker/dispatcher and to change their role "on-the-fly" as situations and operational needs change.

Pre-Schedule Call

Option to create pre-scheduled calls and multiple occurrences of prescheduled calls for preplanning management of resources.

Patrol/House Check

Feature to create pre-scheduled patrol/house check calls that will be displayed and managed from the XCAD workstation or XMobile field computer for preplanning the management of scheduled tasks.

Names/Vehicle Search

Names and vehicle search from XRMS system is available in XCAD; during the progress of CAD calls, users have the ability to search names and vehicle from XRMS database.

Call Taker Handled Event

XCAD users have the ability to manage events and close them with a disposition without having to assign the call.

Towing and Towing Rotation

Towing equipment/company information is preconfigured to allow the dispatcher the opportunity to manage/rotate towing resources. Towing resources can be selected in a rotation basis based on availability and vehicle in need of towing. Vehicle release forms are included.

Hydrant and Hydrant Run Card

XCAD has feature to display hydrant data based on predefined hydrant run cards attached to individual addresses or areas.

Geo-Base Application

The Geo-base management system has features to maintain data for individual/groups of premise location, Apartments, Intersection, Mile Marker, Contact names, Hydrant, Haz-mat flags, cross streets, building plan, driving tips, etc.

Address Verification

Address validation feature in XCAD is available to display various required data for the call such as warrants, Hazmat, Hydrant, Standard operating procedure, location remarks, driving tips, contact person, premise history and run card.

BOLO Notices

This feature provides general be on the Look Out notices for all XCAD and XMobile users. Users will be notified of unread BOLO messages when they start XCAD or XMobile or when a new BOLO message arrives if they are already logged into either application.

Chat

This feature allows for real-time chat across all XProducts. The Chat mobile includes a full audit trail and message logging.

Fire Recommendation

Advanced Fire resource recommendations are preconfigured by the agency to recommend resources to the dispatcher based on the type and location of individual calls as well as resources immediately available. Agencies can factor special circumstances (location based modifiers) and call escalation levels into their recommendation parameters.

Alarm Level Management

This feature is used to upgrade an alarm level which, in turn, recommends resources based on predetermined escalation levels, resources already assigned to the call and immediately available resources to add to the response.

Fill-In

Dispatcher can designate resources to "fill-in" for other resources in the recommendation table that are temporarily unavailable (e.g. vehicle maintenance, parades, etc.).

Police Recommended Resources

Much like Fire Recommendations, Police Recommended Resources are preconfigured by the agency to recommend police resources to the dispatcher based on the type and location of individual calls as well as resources immediately available.

EMS Recommendations

Much like Fire Recommendations, Much like Fire Recommendations, EMS Recommendations are preconfigured by the agency to recommend police resources to the dispatcher based on the type and location of individual calls as well as resources immediately available.

Duplicate Call Detection

System Informs Call Taker of a potential duplicate call to avoid multiple call generation and allow the all additional calls to an event to be easily attributed to the original call.

Alerts

Various Flags and Alerts notify the Call Taker and Dispatcher of geographical conditions around incident, person history and more.

Dispatch Screen

Customizable data grids are available; user has ability to select columns to be displayed on each data grid in a user-defined order for active resource data grid, available resource data grid and unassigned incident grid. Dispatch screen functions allows for pre-filling of selected data from the data grid to the respective activity dialogs and perform dispatch activities with minimum data entry.

Dispatch Activity Functions

Below are the lists of dispatch activity functionality available in XCAD:

Acknowledge

Apply Agency to Incident

Arrive

Assign Case Number

Batch Entry -- Incident data

Cancel Incident

Change Patrol Area

Change primary resource

Change resource type

Change zone

Comments entry

Dispatch

Display all resource assigned

Display resource activity

Emergency

Enroute -- Scene, Hospital, place, Staging Area & station

Finish/Clear

Free

Instation

Link incidents

List associated incidents

List queue resources

Log entry

Miscellaneous status

On/off duty

Query incident -- search active/closed incident

Reassign
Reassign resource
Record containment time
Reproduce incident
Select closed incident – Reopen
Status timer reset
Subjects to call
Switch resource assignments
Tow history inquiry
Transfer incident responsibility
Update incident
Update resource
Upgrade Alarm
Vehicle entry – Add multiple entry

Alarms Interface and False Alarms

Integrated with the XRMS alarm permits file; informs XCAD users of contact information. If an XCAD call is an alarm call it is routed to Alarm module call queue for further alarm bill processing.

Preempt Resource

Advanced preempt resource feature is available in XCAD; this feature allows the resource to preempt from one call to another with all of the necessary safeguards. Dispatchers are able to select from multiple options on how to continue the call from which a unit is preempted (e.g. hold the call until the same unit becomes available again; re-stack the call to be assigned to another unit, close the call, etc.)

Racial Profiling

This feature is available for Traffic stop calls to capture detailed racial profiling data from dispatcher and through XMobile users. Sophisticated reports available for traffic profiling to filter and generate the report based on user requirements.

Run Ticket

Run ticket feature is available in XCAD to print the “rip and run” details of a call when a fire call is dispatched. The run ticket can be printed or emailed based on individual fire station configuration for the dispatched resources.

Phone Book

Phone book feature is available to maintain contact details of the dispatch center.

Reports

More than fifty “canned” reports are available to filter and generate various data created in XCAD.

XCAD Interfaces:

E 911 Interfaces

XCAD feature to receive E911 call and route call to configured call-taking workstation. E911 call's data is auto populated into the call taker screen in order for dispatcher to proceed with call without re-entering 911 data.

XMobile


XCAD system provides close integration with XMobile to handle officer initiated and traffic stop calls by sharing active call data and activity from both applications.

GIS to XGEO Import

The GIS data placed in a predefined directory will be imported and used to update the XGEO information.

Archonix XRMS Records Management System (RMS)

Arrest/Booking

 The Arrest module of XRMS maintains all arrest report information. This module allows user to add, import, edit and search information contained in the XRMS database. Times, dates, locations and a variety of data may be collected using this tool


Case Management

Case management is used to track investigator's progress on a specific case. Multiple investigators can be tracked. This assists in eliminating duplication of effort & helps in transition from one investigator to another when necessary. Personnel assignment, case closure records and a variety of data may be collected using this tool.

Citations

The Citation module of XRMS maintains all citation/ticket information. This module allows the user to add, import, edit and search information contained in the XRMS database. Times, dates, locations and a variety of data may be collected using this tool. This module allows the user to add, edit and search Citation information contained in the XRMS database.

Civil Process

 The Civil Process Module of XRMS contains Civil Process information. This module allows the user to add, import, edit and search information contained in the XRMS database. Civil Processes include serving civil papers, summonses, divorce papers, subpoenas, etc.

Document Management System

Scanned images, pictures, and files can be attached to incident record using the Document Management module. These attachments are then available to who has the proper security to view the attachments.

Field Interviews

The XRMS Field Interview Module is a data collection process that is designed to collect and provide information from field interviews conducted by officers in the course of their official duties. Times, dates, locations and a variety of data may be collected using this tool. This module allows the user to add, edit and search field interview information contained in the XRMS database. Searches may be conducted on various collected data, including a free-text search of the Clothing data field.

False Alarm Billing

This module is used to manage false alarm related billing details.

Forms

This feature records custom forms like return sheets, cover sheets etc. User can easily input data in predefined format.


Gang Module

The Gang module is used to track the gang affiliations of the inmates. The module will also record pictures of gang tattoos or markings, areas of operation, known gang members and leaders and rival gang information.


Licenses/Permits

The XRMS License Module is a data collection process that is designed to collect and provide information regarding all types of License records. Dates, License Expiry, Fees and a variety of data may be collected using this tool. This module allows the user to add, edit and search License information contained in the XRMS database.

Mugshots

 This module is used to record pictures of the inmate and includes pictures of the inmate's scars, marks and tattoos. The module includes mugshot lineups, searching based on physical characteristics, and printing of labels, identification cards and wrist bands.

Names Module

 The XRMS Name Module is a data collection process that is designed to collect and provide information regarding Master Name records. Name pedigree, contacts, addresses and a variety of other data may be collected using this tool. This module allows the user to add, edit and search Master Name information contained in the XRMS database.

State Crime Reporting

This feature is used to validate incident/crime information as per STATE NIBRS requirement.

Parking Permit

The XRMS Parking Permit Module is a data collection process that is designed to collect and provide information regarding Parking Permit records. Dates, License Expiry, Fees and a variety of data may be collected using this tool. This module allows the user to add, edit and search Parking Permit information contained in the XRMS database.

Pawned Property

The XRMS Pawn Module is a data collection process that is designed to collect and provide information regarding Pawn records. Property description, pawn date and associated name information may be collected using this tool. This module allows the user to add, edit and search Pawn record information contained in the XRMS database.

Personnel

The Personnel module is used for managing the agency personnel information and includes shift scheduling, scheduling of other duties (i.e., training, court) and security management.

Property/Property Room

The XRMS Property Module is a data collection process that is designed to collect and provide information regarding Property records. Property description, interaction dates and associated name information may be collected using this tool. This module allows the user to add, edit and search Property record information contained in the XRMS database.

The property room module in XRMS is used to manage property and evidence items physically in a department's possession.

Warrants

A The XRMS Warrant Module is a data collection process that is designed to collect and provide information regarding all warrant records. This module allows the user to add, edit and search warrant information contained in the XRMS database.

Management Reports

This feature allows user to view graphical representation of incidents, arrests, warrants, etc. based on different criteria like Date, Officers, Zone, and Offence etc.

Dash Boards

This feature allows for management monitoring of various aspects of XRMS using real-time dashboards. Graphical and listing analysis is provided in the dashboards.

Reports

AB XRMS includes a comprehensive Dynamic Report Writer for the creation of custom reports and the following "canned" reports, of which multiple parameter settings have:

Analytical Reports

Activity Analysis

Comparative Incident Analysis

Hot Sheet

Incident Analysis

Incident Frequency Analysis

MO Code Inquiry

Officer Activity Analysis

Wants-Warrants Summary Analysis

Arrests Reports

Arrest by Charge

Arrest by Incident

Arrest List

Monthly Arrest by Date

Monthly Arrest by Charge

Arrest Rap Sheet

Arrest Totals by Age

Booking Report

Master Arrest Report

Case Management Reports

Case Assignment by Personnel ID Number

Performance Ranking

Case Number Assignments

Case Number by Date

Case Report

Case Summary by Status and Date

Case Task Detail Report

Internal Affairs Complaint Report

Investigation Report

Citations Reports

Citations by Officer

Citation/Summary Report

Citation Payment by Revenue Code

Citations Totals by Type

Citations/Summons Report

Court Citations by Date

Customizable Citations Report

Daily Citation Payment

Monthly Citations by Charge

Monthly Citations by Name

Monthly Citations by Location

Monthly Citations Summary

Monthly Personnel ID Number Citation Totals

Civil Process Reports

Civil Process Activity

Civil Process Activity by Officer

Civil Process Report

Civil Process by Action Type

Incident Reports

Accident Report Summary Analysis

Customizable Incident Reports

Daily Event Log

Incident Frequency Report
Incidents by Location
Incident Master Report
Monthly Incidents
Incidents by Officer
Incident Totals by Code Range
Media Report
Monthly Incident Log
Prosecutor Report
Public Report
Witness Report

Property Reports
Chain of Custody Report
Gun Registration List
Pawn Report
Property Inventory
Property Evidence Destruction
Property Evidence Receipt Report
Property Room Inventory Report
Property Released Receipt Report
Vehicle/Property Report
Vehicle Towing
Victim Property Loss Report

Warrants Report
Expired Warrants
Monthly Cleared Warrants Totals
Warrants by Charge
Warrant List Report
Warrant Report

Miscellaneous Reports
Domestic Violence Report
Activity Report
Alarm Renewal Invoice
Address History
Alarm Report
Field Interviews Report
Image Booking
License/Permit Report
Monthly Alarms Totals
Name Information Report
Personnel ID Number History
Due Report

Archonix Computerized Jail Management System (CJMS):

Administration

This module is used to manage the CJMS configuration, Personnel, Auditing, Transaction Log, White Board and perform other maintenance tasks for the CJMS system.

Alerts:

A This feature allows the facility to create unlimited amounts of alerts for inmates which can be shared with other Archonix product suites. Additional functionality allows for property and address alerts.

Booking

A The main module of the CJMS system consisting of inmate booking, release, sentence management, bond payment, inmate (medical) screening and inmate billing. This module also contains utilities for expunging, merging and other booking management functions. The Inmate Screening form is designed by designated personnel in the jail and does not require intervention by Archonix. The Court and next appearance date/time for each individual charge can be entered and tracked on the charges screen (each charge can have its own unique Court date and time).

Cell Management

A Tracks inmate cell movements, cell movement history reporting, rosters and other cell management features.

Chat

This feature allows for secure, real-time chat with CJMS users with complete audit trail. Facility is also provided for chat with XRMS, XCAD and CJMS users. All chat messages are searchable. Although an optional module, this feature is included in the Niagara County configuration at no additional charge.

Classification

Classification via the scoring method. This module allows designated personnel the ability to design the classification form and set the scoring parameters based on the questions designed on the form. Inmates will then automatically be classified when an officer enters the inmate's responses to the classification questions. This module allows for supervisor approval and overrides of the automatic classification. The Classification forms are designed by designated personnel in the jail and do not require intervention by Archonix.

Commissary

The commissary module allows orders for the inmates to be entered via keyboard, barcode scanning or bubble sheet reader. This module will also charge the inmate accounts and process item and order returns. Provides a complete order history, allows restrictions on the quantity of each item that an inmate can order and tracks items that are out of stock to reduce erroneous orders.

Dash Boards

This feature allows for management monitoring of various aspects of CJMS using real-time dashboards. Graphical and listing analysis is provided in the dashboards.

Disciplinary

The Disciplinary module is used for recording in-house inmate offenses, scheduling hearings, recording hearing results, and maintaining a disciplinary history for each inmate. The Disciplinary Report forms are designed by designated personnel in the jail and do not require intervention by Archonix. Disciplinary Reports may be linked with other reports in CJMS to create a complete case.

Document Management

Scanned images, pictures, and files can be attached to an inmate's record using the Document Management module. These attachments are then available to who has the proper security to view the attachments. County is responsible for purchasing a scanner, printer, print media and any other hardware required for the capture and printing of documents.

Gangs

The Gang module is used to track the gang affiliations of the inmates. The module will also record pictures of gang tattoos or markings, areas of operation, known gang members and leaders and rival gang information.

Grievance Report

Grievance reports may be entered into CJMS and tracked through to their final conclusion. The Grievance form is designed by designated personnel in the jail and does not require intervention by Archonix. A history of grievances is kept for each inmate.

Facility Definition

This module allows the designated person the ability to define and modify the physical layout of the agencies facilities. This information is then used in the Booking, Cell Management, Classification and other modules when information is needed on the types, locations and classifications of cells within the facility.


Floor Plan/Digital Boards

This feature allows setting up the visual display of the facility, monitoring of the hot spots via the floor plan and inmate movement via floor plans. Although an optional module, it is included in the Niagara County configuration at no additional charge.

Incident Report

Incident Reports may be entered into CJMS. The Incident Report form is designed by designated personnel in the jail and does not require intervention by Archonix. Incident reports may be linked with other reports in CJMS to create a complete case.

Inmate Accounting

 The Inmate accounting module tracks all inmate money that is entered into the system; including a complete accounting of the total amount of money the inmate received and each transaction indicating where the money was spent.

Inmate Management

This module has features for managing an inmate that do not appear in other modules. Currently, the Inmate Scheduling features are located in this module.

Inmate Privileges

The Inmate Privileges module is used to track privileges that the inmate may have or has permanently or temporarily revoked. CJMS will limit visitation and commissary orders based on the inmate privileges assigned to an inmate. Other privileges may be tracked using this module.


Inmate Tracking

This module tracks an inmate's movements with the facility. The Cell Management module records an inmate's movements from Cell to Cell. This module records inmate movements to non-cell locations (recreation, kitchen, library, etc.) within the jail.

Investigation Report

Investigation Reports may be entered in to CJMS. The Investigation Report form is designed by designated personnel in the jail and does not require intervention by Archonix. Investigation reports may be linked with other reports in CJMS to create a complete case.

Medical

 This module is used to record medical information about an inmate. This module includes return checks, physical exams, prescriptions, test dates, medication log, etc. The module does not include care plans or clinic management capabilities; Archonix interfaces to third parties for those capabilities.

Mugshot

This module is used to record pictures of the inmate and includes pictures of the inmate's scars, marks and tattoos. The module includes mugshot lineups, searching based on physical characteristics, and printing of labels, identification cards and wrist bands.

Notifications

This module allows for cell phone, email and CJMS notifications for various events in the software. The events are customer defined and allow for real time information management.

Personnel

The Personnel module is used for managing the agency personnel information and includes shift scheduling, scheduling of other duties (i.e., training, court) and security management.

Property

This module is used to record all property and money received from (or for) an inmate. This module also includes tracking of property that is issued to the inmate by the facility.

Scheduling

The module is to create and manage schedules within CJMS. Schedules may contain inmate appointments, jail activities, reports scheduled to execute periodically, tasks for officers as well as other jail management activities.

Transportation

This module is used to schedule and record transportation of inmates outside of the facility.

Use of Force

Use of Force Reports may be entered in to CJMS. The Use of Force Report form is designed by designated personnel in the jail and does not require intervention by Archonix. Use of Force reports may be linked with other reports in CJMS to create a complete case.

Visitation

This module is used to identify people who are authorized to visit an inmate and then record the actual visitation information. This module can produce a visitation log; notify the visitation officer if the visitor is a prior inmate or if the visitor has any outstanding warrants (via the State Interface option).

Victim Notification

The Victim Notification module records victim information for each inmate. This module then can interface with the VINE victim notification system, or it can produce victim notification letters. The module will also record the date and time of each victim notification and whether the notification was via mail or telephone. Upon inmate release the officer will be notified if the victim has not been contacted.

Workflow

This module is used to route forms entered into CJMS to the proper supervisors for approval. It also tracks the status of the form and returns it to the originator for changes if it is rejected.

Interfaces

Interfaces include Archonix products and services only; all third party products and services related to the interfaces are the responsibility of County.

LiveScan Interface

The proposal includes the LiveScan Interface to the state approved vendor.



NCIC DESKTOP SOFTWARE

NCIC Desktop software allows for state NCIC queries, NCIC entries, and other NCIC functions.

These clients will be located at the CAD terminals and will do the queries in addition to the queries available through the

APPENDIX B

LICENSE AND SUPPORT AGREEMENT

This License and Support Agreement (hereinafter, the L&S Agreement) made this _____ day of _____, 2011 and between the parties (hereinafter, the "Renewal Period") by and between Archonix Systems, LLC (Hereinafter "Archonix"), a Delaware Limited Liability Company having its registered office at 30 Lake Center Executive Park, 401 Route 73 North, Suite 105, Marlton, New Jersey 08053 and the Meade County Sheriff's Office (Hereinafter "Customer") with its principal office at 1400 Main Street, Sturgis, SD 57785. This L&S Agreement between the parties is limited to what is contained in this L&S Agreement.

DEFINITIONS

Licensed Standard Software: Archonix's Public Safety Software Solution.

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this L&S Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licenses standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this L&S Agreement and released after execution of this L&S Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this L&S Agreement; and
- two additional copies made by Customer as backup copies.

Licensed Products: The Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of L&S Agreement and the Customer Support Manager assigned by Archonix to Customer.

1. GENERAL

Archonix hereby grants and Customer accepts, upon terms and conditions set forth in this L&S Agreement, a non-transferable and non-exclusive license to use the Licensed Software and Licensed Documentation.

2. ACKNOWLEDGEMENTS

A. Customer acknowledges that the Licensed Products are a valuable trade secret of Archonix and accordingly, this L&S Agreement establishes a confidential relationship between Archonix and Customer. Customer shall not copy or reproduce in any way, in whole or in part, the Licensed Software or Licensed Documentation furnished by Archonix without the prior express written consent of Archonix. Customer shall not sell, transfer, or otherwise make available in any way to any other person, in whole or in part, the program documentation furnished by Archonix except the Customer to make copies for exclusive internal use only. Customer is permitted to retain two (2) copies of each application of the Licensed Software and one back up copy of the related Licensed Documentation on magnetic media for purposes of backup in the event of emergencies. Customer, or anyone obtaining access through Customer, shall not copy, distribute, disseminate or otherwise disclose to any third party the Licensed Software or Licensed Documentation in whole or in part, at any time or in any form or media. The restriction on making and distributing the Licensed Software or Licensed Documentation includes without limitation, copies of the following:

- Program libraries, either source or object code
- Operation control language
- Test Data, sample fields, or file lay outs
- Program Listings
- Licensed Documentation

3. CONTROL

Customer shall be exclusively responsible for the supervision, management, and control of the use of the program.

4. RENEWAL

Archonix grants a renewable license provided Customer is not in default of any provisions of this L&S Agreement including, but not limited to, payment in advance of the annual License Fee.

5. SUPPORT

A. *Licensed Software Maintenance*

During the term of this L&S Agreement, Archonix shall provide Customer with the maintenance and repair of any reproducible Licensed Software error or malfunction that may be discovered in Archonix's unaltered current Licensed Software(s) and updates that may be released and made generally available by Archonix from time to time. Archonix will specify the network environment, and computer server and Customer configurations required for the Licensed Software and Software. If necessary, Archonix will initially install its Licensed Software on the servers and on the Customer's terminals supplied by the Customer and will test the configuration to ensure it is functioning properly. Installation of additional Customers, server maintenance, network problem solving and all issues other than the maintenance services for the Licensed Software requested and performed after the initial system set up, configuration and installation will be considered outside of the scope of services under this L&S Agreement this maintenance contract and will be billed at the rates in Exhibit A.

B. *Unauthorized Maintenance by Customer*

Any change, modification or enhancement to the Licensed Software(s) by Customer or any other party authorized by Customer without prior written authorization from Archonix is an unauthorized change and Archonix reserves the right to void this L&S Agreement or to provide maintenance that results there from at Archonix's then current time and materials rate for all service provided.

C. *Telephone or Internet Assistance*

Customer shall provide Archonix technicians with access to the Customer's software for Archonix technicians via Virtual Private Network ("VPN") for error correction. Customer will also permit Archonix access to personnel via telephone in order to counsel and advise Customer on the use and maintenance of the Licensed Software during the hours specified in this L&S Agreement. The Response Time for this Telephone and Internet Response service will average less than 4 hours during the supported hours. Archonix understands and hereby agrees that Customer calls regarding a "down system" (as defined below) require a response time exceeding the 4 hour response time average provided for generally under this L&S Agreement. In the event of a call under this Paragraph 1C regarding a down system, Archonix will place the call on its highest priority and respond to Customer as rapidly as possible. In no event, shall Archonix's response to such a down system call from Customer exceed one hour from the time of placement of the call, provided however that Archonix procedures for calls are followed by Customer. A copy of Archonix Customer call procedures is supplied separately and available for review by Customer upon request.

This response time of Archonix is not meant to guarantee that any issue will be resolved within the hour time frame, rather that Archonix support personnel will communicate to Customer that it is aware of the problem and that Archonix support personnel will be assigned and active in identifying and determining a resolution to the problem creating the down system within the one hour time frame specified. Unless otherwise specified and agreed to in writing, Telephone and Internet assistance will be available these hours will be from 8 AM to 5 PM, Monday through Friday Eastern Standard Time, excluding the following nationally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In addition to regular 8:00 AM – 5:00 PM phone support, a 24-hour, 7-day a week beeper service for after hour support will be provided at Archonix's current rate, which is currently \$140 per hour. Archonix agrees that, in no event, will the Customer be billed for any previously identified or otherwise known "bugs" in the Licensed Software.

A "down system" by definition as it relates to Archonix's responsibilities refers to our application being non-responsive on the production server resulting in Customer being unable to login or use our current application from any workstation. A single workstation outage does not constitute a down system in which response time is critical. In addition, Customer should eliminate other possible factors that could result in a down system before placing a call to Archonix. Other factors are defined as but not limited to a power outage, server hardware failure, operating system failure and network failure.

D. *On-Site Assistance*

To the extent that a problem associated with the Licensed Software has been identified as a failure of performance of the Licensed Software provided under this L&S Agreement and is not able to be resolved in accordance with the terms shown above, , Archonix may, at its sole discretion, provide on-site assistance by one or more Archonix Services technicians. Customer shall reimburse Archonix for all reasonable out-of-pocket expenses associated with the provision of on-site assistance under the terms of this paragraph.

E. *Services Outside Scope of Work*

Archonix will not be responsible for errors or issues arising outside the scope of this L&S Agreement, including, but not limited to, hardware issues, third-party (non-Archonix) software issues or any other issues that are not directly related to the use of the Licensed Software provided to Customer by Archonix and specified in this L&S Agreement. However, the Customer has the option to request support from Archonix to address any issue outside the scope of services provided for in this L&S Agreement. To the extent that Archonix is called upon to assist Customer with regard to issues outside the scope of responsibility provided by Archonix in this L&S Agreement, Customer will be notified promptly. Archonix may, at its sole discretion, and upon written authorization by Customer, agree to perform such services requested by Customer at Archonix's then current time and materials rate. Archonix is not obligated to perform such services for Customer, and any such services provided by Archonix will be provided without warranty, express or implied, unless otherwise agreed to in writing by Archonix.

F. *Enhancements*

Routine Enhancements to the Licensed Software shall be provided to Customer at Archonix sole discretion and, if accepted by Customer, will become part of the Licensed Software(s) and subject to all terms and conditions under this L&S Agreement for maintenance of the Licensed Software(s).

G. *Training*

Archonix will provide Customer training to Customer in the use of its Licensed Software(s) upon new installation orders. Such training will be performed at the location(s) of the installation of the Licensed Software unless otherwise specified by Customer. If agreed to by Customer and Archonix, Archonix will provide additional training, including training for new Customer personnel after installation and upon Customer's written acceptance. Such training will be provided at the then standard published training fees for Archonix.

H. *Customer Support*

Customer shall provide Archonix full complete, unabated and free on-site and electronic access, without charge, to the Licensed Software so as to enable Archonix to provide the covered maintenance services as set forth in this L&S Agreement. Customer shall make available to Archonix promptly upon request to all facilities and services reasonably required by Archonix for the performance of its obligations under the L&S Agreement.

6. PAYMENT**A. *License and Program Maintenance Fee***

Payment is due at the start of the renewal period.

7. TERM

Performance of this L&S Agreement shall commence upon signing and shall remain in effect for the Renewal Period unless terminated as provided for in this L&S Agreement. It shall thereafter automatically renew from year to year unless one party gives to the other sixty days advance written notice of intent to terminate the support provisions hereof. The license provisions of this agreement shall, however, be terminable only by Customer.

8. TERMINATION

Both Archonix and Customer shall have the right to terminate the support provisions of this Agreement without cause or penalty by providing prior written notice not less than sixty (60) days in advance. In the event of termination by Archonix, before expiration of the then term, any maintenance fee paid by customer prorated through the date of termination shall be refunded to Customer.

9. WARRANTIES

- A. Archonix warrants that to the best of its knowledge that the performance of Licensed Software maintenance services under this L&S Agreement shall not in any way constitute infringement or other violation of any patent, copyright, trade secret, trade name, trademark, proprietary information or non-disclosure or other rights of any third party.
- B. Archonix warrants that it has the right to grant the rights to the Licensed Software(s) under this L&S Agreement.
- C. Archonix does not warrant that the operation of the Licensed Software will be uninterrupted or error free. Archonix does not warrant the operation of any other software, hardware or service other than those expressly specified under this L&S Agreement.

10. LIMITATION OF LIABILITY

Archonix shall be liable only for direct damages to Customer up to a maximum of the amount due under the License and Program Maintenance Fee listed in Exhibit A resulting from the performance of services directly associated with its Licensed Software under this L&S Agreement.

11. PROPERTY RIGHTS

A. Acknowledgement of No Enhancement Rights

In the event Archonix develops any materials, Updates, or Enhancements to the Licensed Software(s) at Customer's expense, such material, Updates, or Enhancements shall not be deemed to create a new program or create any ownership rights by the Customer in the materials, Updates, or Enhancements or Licensed Software.

B. Confidential Information

Both Customer and Archonix shall safeguard and maintain the confidentiality of each others confidential information and shall not disclose such to third parties during the term of this L&S Agreement and for a period of two years thereafter, subject to the following exception: Archonix agrees to abide by all of the confidentiality provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that are applicable to the Customer, which confidentiality shall survive termination of this L&S Agreement and extend indefinitely.

12. INTEGRATION

This L&S Agreement constitutes the entire L&S Agreement between Archonix and Customer superseding all previous communications and negotiation, whether written or oral. The terms and conditions of this L&S Agreement shall prevail over any service order or memorandum submitted to Archonix by Customer. Except as otherwise provided in this L&S Agreement, no modification of this L&S Agreement shall be binding unless it is in writing and signed by both Parties.

13. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

14. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

15. GOVERNING LAW

This L&S Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

This L&S Agreement and the Attachments listed below constitutes the entire L&S Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

Customer, by its signature acknowledges that it has read this L&S Agreement, understands it and agrees to all its terms and conditions.

ACCEPTED:

Archonix Systems, LLC:

Mendocino County Sheriff's Office:

Denise L. Straub

Authorized Signature

Denise L. Straub

Printed Name

Operations Manager 5/10/11

Title Date

Ron Merwin

Authorized Signature

Ron Merwin

Printed Name

Sheriff 6-14-11

Title Date

Exhibit A
License and Support Maintenance Fees

License and Support Fee	<u>\$33,705.00</u>
(Begins upon contract signing)	<u>\$33,705.00</u>

Services Outside Scope of Work

Rate for additional support (one hour minimum)	\$140 per hour
Rate for additional training (four hour minimum)	\$150 per hour

SCHEDULE A
Other Software Products

Archonix hereby grants and Customer accepts the usage of the below listed software to operate in conjunction with our Licensed Software. The Customer agrees to read each manufacturer's program license and to be bound by the terms of that license.

MANUFACTURER

None provided

DESCRIPTION

HOTLINE CUSTOMER SUPPORT CONTACTS

Please complete this form and return via fax (856) 787-0060 or email to dwilliams@archonixsystems.com

To assure continuity in Support, it is critical that *only* qualified personnel use the Archonix Hotline. The Archonix Support Staff *only* respond to product-trained members who are identified as Department Contacts and are listed below. The following are the persons qualified for Archonix Hotline access from your Department. Please notify us immediately if any changes to this information should occur.

Hotline Contacts

Department Name: Meade County Sheriff's Office

Contact #1:

Name: Kevin Ferraster Title: IT Director
 Phone: 605 Fax: _____
 Mobile: 605 490 1122
 E-mail: KFerraster@meadecounty.org

Please check all boxes that apply: Sys Admin ☒ Web Access ☒ HLC Access ☐

Contact #2:

Name: Ben Petrosco Title: IT Assistant
 Phone: _____ Fax: _____
 Mobile: 605 490 0939
 E-mail: bpetrosco@meadecounty.org

Please check all boxes that apply: Sys Admin ☐ Web Access ☐ HLC Access ☐

Contact #3:

Name: Ron Merwin Title: Sheriff
 Phone: 605 347 2681 Fax: _____
 Mobile: _____
 E-mail: RMerwin@meadecounty.org

Please check all boxes that apply: Sys Admin ☐ Web Access ☐ HLC Access ☐

DEFINITIONS:

1. **System Administrator (Sys Admin):** person assigned by your Department who is most knowledgeable of the system; this person is the key point of contact for both Employees and Archonix Support Staff in reference to system requirements & problems.
2. **Website Access (Web Access):** permissions by your Department to access Archonix HelpDesk (helpdesk.archonixsystems.com).
3. **Hotline Call Access (HLC Access):** access to Archonix HelpDesk (helpdesk.archonixsystems.com) and permission by your Department to enter, track and review Hotline calls.

APPENDIX C

Hardware Recommendations and Requirements

HARDWARE

Minimum Server Requirements:

Processor: 3Ghz
Disk: 100GB (Minimum) - 500GB (Recommended)
2-4 hard drives either mirrored or Raid 5
Memory: 4GB (Minimum) - 8GB (Recommended)
Network: 100MB minimum
Video: Must support a minimum of 1024x768 resolution

1. This configuration does not represent a complete system; a backup mechanism, monitor, CD-ROM, etc are also needed.
2. The configuration only includes XCAD, XRMS, XMobile, and XGeo, if the server is used for other applications/tasks (like a file server or e-mail, etc.) the server should be upgraded accordingly.
3. These are minimum requirements and may have to be adjusted according to the size of the agency and the number of incidents per year.

XCAD Workstation Recommendation:

Processor: 1.8Ghz, Dual core or better
Disk: 10GB
Memory: 2GB (Minimum) -- 4GB (Recommended)
Network: 100MB minimum
Video: Must support a minimum of 1280x1024 resolution. Should support dual monitors.

XRMS Workstation Recommendation:

Processor: 1.8Ghz, Dual core or better
Disk: 10GB
Memory: 1GB (Minimum) - 4GB (Recommended)
Network: 100MB minimum
Video: Must support a minimum of 1024x768 resolution

CJMS Minimum Server Requirements:

Processor: 3Ghz
Disk: 80GB HD, 2-4 hard drives either mirrored or Raid 5
Memory: 4GB minimum, 8 GB recommended
Network: 100MB minimum
Video: Must support a minimum of 1024x768 resolution

CJMS Workstation Recommendation:

Processor: 1.8Ghz, Dual core or better
Disk: 10GB
Memory: 2GB minimum -- 4GB Recommended
Network: 100MB minimum
Video: Must support a minimum of 1024x768 resolution

1. This configuration does not represent a complete system; a backup mechanism, monitor, CD-ROM, etc. are also needed.
2. The configuration only includes CJMS, if the server is used for other applications/tasks (like a file server or e-mail, etc.) the server should be upgraded accordingly.

APPENDIX D

XCAD/XRMS/CJMS Software Recommendations and Requirements

Server Software Required:

- Microsoft Windows Server 2003/2008 (Standard Edition with Service Pack 2, R2 or Higher)
- Microsoft SQL Server 2005/2008 (Standard Edition with Service Pack 3 or Higher)
- Microsoft MSXML 4.0 with Service Pack 2 (Required for XMessageSwitch)
- Microsoft SQLXML 3.0 with Service Pack 3 (Required for XMessageSwitch)
- NCIC - Connectivity Software (Mandated by State)
- Microsoft VPN, 3rd Party VPN, Logmein Professional version.

Recommended Server Maintenance:

- Daily Database Backup's (3rd Party Software with SQL Agent Support)
- Monthly Disk Defragmentation to Maintain 2% Fragmentation or Less
- Monthly Disk Cleanup to Maintain 15% free space at all times
- Anti-Virus Protection (3rd Party Software)

Client Software Required:

- Microsoft SQL Server Client Access Licenses
- Microsoft Windows XP (Professional with Service Pack 3) or higher
- Microsoft .NET Framework 4.0
- Microsoft WSE 3.0 Runtime
- Microsoft Visio (Required for XMobile Report Writer Crash Diagrams – Recommend in House Use Only)

Recommended Client Maintenance:

- Anti-Virus Protection (3rd Party Software)
- Monthly Disk Defragmentation to maintain 2% Fragmentation or Less
- Monthly Disk Cleanup to maintain 15% free space at all times

Note: It is best practice to stay current with Microsoft Service Pack Releases.

Note: XCAD, XRMS and CJMS all require SQL Server and Windows Server software and are listed above as if running on separate servers. If a single server is utilized only a single copy of SQL Server and Windows Server are required.



Meade County Sheriff's Office
1400 Main St.
Sturgis SD 57785
(605)347-2681

May 14, 2014

To: Archonix – Public Safety Software
30 Lake Center Executive Park
401 Route 73 North, Suite 104
Marlton, NJ 08053

RE: Contract – Meade County Sheriff's Office Dated June 14, 2011

Dear Mr. Dwight Toms,

This letter shall constitute notice of termination of the Purchase Agreement between the Meade County Sheriff's Office and Archonix. Our reasons for termination and demands are set forth below.

Efforts have been made since approximately December 12, 2013, to allow Meade County to "go live" with your program. You have had personnel on site on numerous occasions to assist in attempting to get the product to function. Our continued complaints on the short comings and problems with your product have been conveyed to your on site personnel and via e-mail to your offices. The program simply is not working, never has worked, and apparently cannot be made to work as stated. The default in the contract, failure of your product to function, cannot be cured.

With the breach of the contract, we are entitled to terminate the Purchase Agreement. By the terms of the Purchase Agreement, since the default cannot be cured, no written notice is required. To the extent written notice may be required, this letter constitutes such written notice and incorporates prior e-mail correspondence concerning specific issues as if fully set forth herein.

We are requesting you reimburse us, within 45 days, as follows:

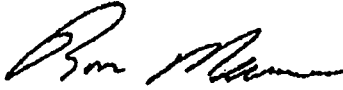
1.	Initial payments:	\$73,705.00
2.	Annual License	33,702.00
3.	Travel Expenses of Personnel	62,434.23
4.	Expenses Incurred by Meade County*	35,000.00
	TOTAL	\$204,841.23

EXHIBIT

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Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Merwin". The signature is fluid and cursive, with the first name "Ron" being more prominent than the last name "Merwin".

Ron Merwin

*Meade County expenses include time and expense in planning for your product, hardware in setting up for changes, training time for Meade County staff, data re-entry following default, and IT efforts to troubleshoot software issues.